



**CONTRACT SUMMARY PAGE (INTERNAL USE)**

<b>Contract Number:</b> 190631175
<b>Sold To:</b> Utah Governor's Office of Economic Devlp
<b>Description:</b> PAR-Interlocal-Outdoor Recreation Infrastructure Grant; State to grant SLCo \$130,000 (w/ a 50/50 match requirement) to support the Jordan River Portage project (see attach. B). Term to 05/13/2019
<b>Revenue Amount:</b> \$0.00
<b>Agency Name:</b> Parks & Recreation
<b>Start Date:</b> 2019-05-13 <b>End Date:</b> 2021-05-13



# Utah Governor's Office of Economic Development

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## CONTRACT ROUTING SLIP

**CONTRACT #:** 190631175

**AGENCY:** GOED

**DEPT:** 063

**DIVISION/PROGRAM:** Outdoor Recreation Infrastructure Contract

**PROJECT NAME:** Jordan River Portage Project

**CONTRACTOR NAME:** Salt Lake County Parks & Recreation

**VENDOR #:** VC0000155856

**AUTHORIZED AMOUNT:** \$ 130,000

**CONTRACT EFFECTIVE DATE:** May 13, 2019

**TERMINATION DATE:** May 13, 2021

**APPROPRIATION:** 2306

**COMMODITY CODE:** 99999

**FUND:** 2306

**UNIT:** 6272

**SIGNATURES IN THE SEQUENCE SHOWN**

1. GOED FINANCE DIRECTOR \_\_\_\_\_

DocuSigned by:  
*Kamron Dalton*  
A39A30C3806C4ED...

Approval Date \_\_\_\_\_ 6/25/2019 | 11:48 PDT

2. OTHER (OPTIONAL) \_\_\_\_\_

Approval Date \_\_\_\_\_





## INFRASTRUCTURE GRANT AGREEMENT

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1. **CONTRACTING PARTIES:** This agreement is between the State of Utah, Governor’s Office of Economic Development, referred to as STATE or OFFICE, and

Salt Lake County, Division of Parks & Recreation  
 Attn: Ken Richley  
 2001 South State Street, S4 700  
 Salt Lake City, UT 84114  
 Phone:

Referred to as CONTRACTOR  
 Federal Tax ID: 87-6000316

Legal Status of Contractor  
 Governmental Agency

2. **PROJECT DESCRIPTION FOR Jordan River Portage Project**

The CONTRACTOR agrees to the following project description and will only receive grant dollars for costs associated with the following description:

Salt Lake County has long considered the Jordan River Corridor a tremendous community asset. We have spent much effort to enhance the experience of users of the corridor, from helping complete the Jordan River Parkway Trail to conservation efforts at several sites along the river. The next step toward fully utilizing this asset is to complete the Jordan River Water Trail. The water trail had been identified in the 2007 Salt Lake County – Jordan River Trail Master Plan, and recreation on the river is a key topic of the Utah Forestry, Fire and State Lands (FFSL) Jordan River Comprehensive Management Plan. The County as well as several partners are working toward a plan to increase recreational access on the river and provide opportunity for a different type of recreation along the corridor. The initial planning process for the Jordan River Water Trail Master Plan has identified several impassible hazards that prevent users from enjoying a continuous trip on the Jordan River. Two major hazards that are preventing this continuous access are a diversion structure at approximately 4600 S, and another diversion structure at 9400 S. Currently there are individuals and small groups that utilize the river for boating, but the completion of this project will open that access to many more people and groups.

This Project will construct portages around these impassible hazards and allow for access of all sections of the river from Bluffdale to 2100 S. The two portages will include sustainable, well designed take out and put in locations along with a soft surface trail. These will be constructed on Salt Lake County Property and will be maintained by Salt Lake County Parks and Recreation maintenance staff.

Contract Number: 190631175

**By providing increased access for kayaks, canoes, and stand up paddle boards, we hope to foster an increased stewardship for this tremendous amenity located in the most densely populated area of the state. As the long-term plan comes to fruition, we imagine fully accessible launch locations, boat and paddle board rentals, and a more vibrant community along the river.**

**Matching funds for this project are from 2016 Parks & Recreation Bond.**

3. **GENERAL PURPOSE OF CONTRACT:** To provide funding for the purpose of facilitating a outdoor recreation infrastructure compliant with all the purposes listing in Utah Code 63N-9-201 et. seq.
4. **PROCUREMENT:** This contract is entered into as the result of the Governor's Office of Economic Development Board approving a Utah Outdoor Recreation as created in 63N-9-201 et. seq. and the Governor's Office of Economic Development to provide funding to support the Jordan River Portage Project, further described in Section 2 ("Project Description").
5. **CONTRACT PERIOD:** This contract is effective May 13, 2019. and will terminate on May 13, 2021., unless extended by mutual agreement of both parties.
6. **CONTRACT:** The CONTRACTOR will be paid a maximum of \$ 130,000 to be distributed during the contract period on 50/50 matching basis in reimbursement form. The CONTRACTOR will subsequently provide invoices to the Governor's Office of Economic Development for back-up documentation in showing how the grant was spent and that all other sponsors have contributed their funding first. A minimum of 25% of the total project costs must be a cash match from the applicant and/or partners with the remaining 25% match also being cash or other eligible expenses in the form of an in-kind match. All matching resources must be eligible costs. Participant shall only be compensated for costs accepted and deemed eligible by the Office of Outdoor Recreation in accordance with terms outlined in the Contractor's Utah Outdoor Recreation Grant Application and 2019 UORG Program Guide.
7. **ATTACHMENTS INCLUDED AS PART OF THIS CONTRACT:**  
Attachment A - Standard Terms & Conditions  
Attachment B - Special Provisions & Project Description
8. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED HERETO:**  
**All other governmental laws, regulations, or actions of the State of Utah applicable to services provided herein.**
9. **POST PERFORMANCE AUDIT:**  
**AUDIT INFORMATION:** GOED compliance team, 60 East South Temple, Third Floor, Salt Lake City, Utah 84111 (801) 538-8868, is the STATE staff person responsible for the contract audit.

GRANT AGREEMENT, CONTINUED

BY SIGNING THIS AGREEMENT, GRANTEE HEREBY ACKNOWLEDGES THAT GRANTEE HAS READ, UNDERSTOOD, AND AGREES TO THE CONDITIONS OF THIS AGREEMENT.

THE STATE OF UTAH  
Digitally signed by:  
By: Tom Adams  
773E4FFF4019485...  
Name: Director  
Title: Director  
Date: 6/25/2019 | 11:27 PDT  
Governor's Office of Economic Development

CONTRACTOR: SALT LAKE COUNTY  
By: Erin Litvack  
Name: Erin Litvack  
Title: Deputy Mayor/CAO  
Date: 6/14/19

Contract Number: 190631188

Division Approval  
By: Andron Kasonben  
Faz Mazon Jensen  
Approved as to form:

UTAH DIVISION OF FINANCE  
Digitally signed by:  
By: Utah Division of Finance  
2362833BE4E5499...  
Name: Utah Division of Finance  
Title: Contract/Grant Analyst  
Date: 6/25/2019 | 12:04 PDT

Digitally signed by  
David A. Johnson  
Reason: Approved as  
to form.  
Date: 2019.06.10  
10:29:02 -06'00'

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Governor's Office of Economic Development

Utah Division of Finance  
350 North State Street  
Salt Lake City, UT 84114

**ATTACHMENT A: Standard Terms and Conditions for Grants between Government Entities****1. DEFINITIONS:** The following terms shall have the meanings set forth below:

1. **Contract** means these terms and conditions, the cover pages, and all other attachments and documents incorporated by reference.
2. **Grant Money** means money derived from State fees or tax revenues that are owned, held, or administered by the State.
3. **Grantee** means the individual or entity which is the recipient of Grant Money from the State. The term "Grantee" includes Grantee's agents, officers, employees, and partners.
4. **Non-Public Information** means information that is deemed private, protected, controlled, or exempt from disclosure under the Government Records Access and Management Act (GRAMA) or as non-public under other applicable State and federal laws. Non-public information includes those records the State determines are protected after having properly received a written claim of business confidentiality as described in Utah Code § 63G-2-309. The State reserves the right to identify additional information that must be kept non-public under federal and State laws.
5. **State** means the State of Utah Department, Division, Office, Bureau, Agency, or other State entity identified on the Contract providing the Grant Money.
6. **SubGrantees** means persons or entities under the direct or indirect control or responsibility of Grantee, including, but not limited to, Grantee's agents, consultants, employees, authorized resellers, or anyone else for whom Grantee may be liable at any tier, including a person or entity providing or performing this Contract, including Grantee's manufacturers, distributors, and suppliers.

2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. **LAWS AND REGULATIONS:** At all times during this Contract, Grantee and all acts performed under this Contract will comply with all applicable federal and State constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements.

4. **RECORDS ADMINISTRATION:** Grantee shall maintain or supervise the maintenance of all records, receipts and any other documentation necessary to properly account for payments made by the State to Grantee under this Contract, Grantee's performance of the Contract terms and milestones, and outcomes reported to the State by Grantee. These records shall be retained by Grantee for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Grantee agrees to allow, at no additional cost, State of Utah and federal auditors, State staff, and/or a party hired by the State, access to all records necessary to account for all Grant Money received by Grantee as a result of this Contract and to verify that Grantee's use of the Grant Money is appropriate and has been properly reported.



5. **INDEPENDENT CAPACITY:** Grantee and SubGrantees, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State of Utah agency effectuating this Contract.
6. **INDEMNITY:** Both parties to this Contract are governmental entities as defined in the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.). Nothing in this Contract shall be construed as a waiver by either or both parties of any rights, limits, protections or defenses provided by the Act. Nor shall this Contract be construed, with respect to third parties, as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled. Subject to and consistent with the Act, each party will be responsible for its own actions or negligence and will defend against any claims or lawsuit brought against it. There are no indemnity obligations between these parties.
7. **EMPLOYMENT PRACTICES:** Grantee agrees to abide by federal and State employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Grantee further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Grantee's employees.
8. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract even if listed elsewhere in this Contract.
9. **TERMINATION:** Unless otherwise stated in this Contract, this Contract may be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. Any material violation of the terms of the program or Contract may give rise to for-cause termination.
10. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to Grantee, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the State's ability to pay under this Contract. A change of available funds as used in this paragraph, includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.
11. **WORKERS COMPENSATION INSURANCE:** Grantee shall maintain during the term of this Contract, workers' compensation insurance for all its employees, as well as any SubGrantees as required by law.
12. **PUBLIC INFORMATION:** Grantee agrees that this Contract and invoices will be public records in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Grantee gives the State express permission to make copies of this Contract, related documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Grantee and expressly approved by the State of Utah Division of Purchasing and General Services, all of which must be in accordance with GRAMA, Grantee also agrees that non-protected portions of Grantee's Application will be a public document, and copies may be



given to the public as permitted under GRAMA. The State is not obligated to inform Grantee of any GRAMA requests for disclosure of this Contract, related documents, or invoices.

13. **PAYMENT:** The acceptance by Grantee of final Grant Money payment, without a written protest filed with the State within ten (10) business days of receipt of final payment, shall release the State from all claims and all liability to Grantee. No State payment is to be construed to prejudice any claims that the State may have against Grantee. State may withhold, adjust payment amount, or require repayment of any Grant Money under this Contract that is: provided in reliance on an inaccurate or incomplete representation, unsupported by sufficient invoices or other documentation, not used by Grantee for the Project identified, used for any purpose in violation of the terms of this Contract or in violation of the law, or paid in excess of what is actually owed.
14. **REVIEWS:** The State reserves the right to perform reviews, and/or comment upon Grantee's use of the Grant Money. Such reviews do not waive the requirement of Grantee to meet all of the terms and conditions of this Contract.
15. **ASSIGNMENT:** Grantee may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the State.
16. **NON-PUBLIC INFORMATION:** If Non-Public Information is disclosed to Grantee, Grantee shall: (i) advise its agents, officers, employees, partners, and SubGrantees of the obligations set forth in this Contract; (ii) keep all Non-Public Information strictly confidential; and (iii) not disclose any Non-Public Information received by it to any third parties. Grantee will promptly notify the State of any potential or actual misuse or misappropriation of Non-Public Information. Grantee shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Upon termination or expiration of this Contract and upon request by the State, Grantee will return all copies of Non-Public Information to the State or certify, in writing, that the Non-Public Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.
17. **PUBLICITY:** Grantee shall submit to the State for written approval all advertising and publicity matters relating to this Contract. It is within the State's sole discretion whether to provide approval, which must be done in writing.
18. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Grantee will indemnify and hold the State harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the State for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Grantee's liability, such limitations of liability will not apply to this section.
19. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The State and Grantee each recognize that they have no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing.
20. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
21. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract signature page(s); (iii) the State's additional terms and conditions, if any; (iv) any other document listed or referenced in Contract; and (v) Grantee's terms and conditions that are attached to this



Contract Number: 190631175

Contract, if any. Any provision attempting to limit the liability of Grantee or limits the rights of the State must be in writing and attached to this Contract or it is rendered null and void.

22. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the State Entity's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
23. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
24. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 21 March 2019)

**ATTACHMENT B**  
**SPECIAL PROVISIONS**

**A. General Provisions**

1. The OFFICE shall reimburse the CONTRACTOR up to a total of \$ 130,000 from funds made available through the grant application approval process upon receipt of satisfactory documentation of total Project expenditures and certification that the Project has been completed as proposed in the Project application, which application is incorporated by reference in this agreement. The Project shall commence within one hundred eighty (180) calendar days from May 13, 2019 and be completed on or before May 13, 2021.
2. The CONTRACTOR shall comply with all applicable Federal and State Statutes and regulations and will be responsible for obtaining any necessary permits and approvals prior to commencement of the Project
3. The CONTRACTOR, shall indemnify the State of Utah and its officers, agents, and employees against and hold the same free and harmless from any and all claims, demands, losses, costs, and/or expenses of liability due to, or arising from, either in whole or in part, whether directly or indirectly, and relative to, the execution of this Project, subject to and in accordance with the provisions and limitations contained within the Utah Governmental Immunity Act and the Utah Public Employees Indemnification Act.
4. The CONTRACTOR agrees that the project area acquired, developed or improved pursuant to this agreement shall not be converted to other than public recreational use without written notice to and approval from the Director of the Utah Office of Outdoor Recreation. Furthermore, if the infrastructure developed with the Utah Outdoor Recreation Grant program funds is converted to other use, the other use must be of comparable value and may not be converted until both parties agree in writing to the converted use. The converted use must be in the same general location and will be provided by the CONTRACTOR.
5. The CONTRACTOR shall only be compensated for costs accepted and deemed eligible by the OFFICE in accordance with the terms written and contained within the Utah Outdoor Recreation Grant Application that Contractor submitted to the OFFICE.
6. Statement of Responsibility; The CONTRACTOR shall maintain or ensure appropriate maintenance as determined by the OFFICE of all facilities and property covered by this agreement in a safe, usable, and attractive condition. The project area shall be kept reasonably open, accessible and safe for public use. Structures, trail and trail infrastructure should be kept maintained throughout their estimated lifetime to prevent undue deterioration and to encourage public use. The OFFICE makes no claims to ownership nor management interests of facilities constructed pursuant to this agreement on lands legally owned by the CONTRACTOR.
7. The CONTRACTOR shall provide suitable permanent public acknowledgment of State participation (Utah Outdoor Recreation grant) at the completed project site. Such acknowledgment shall at least be the display of a sign, the design of which to be made by mutual agreement of the parties.
8. The CONTRACTOR shall provide evidence that the infrastructure Project has county, city or tribal approval and endorsement. An agreement must be signed with the party who will maintain the recreational infrastructure for at least the next 10 years. Evidence supplied in Contractor's application may fulfill this requirement. The OFFICE reserves the right to request updated documentation and proof on continued support and maintenance agreements at any time. The CONTRACTOR shall give the OFFICE reasonable notice of any

change in the agreement or endorsement status. Loss of endorsement or maintenance agreement may constitute an event of default and result in a recapture of the grant funds.

9. **Public Lands:** If the Project is located on public lands, the CONTRACTOR must have approval from the appropriate public entity. If Project is on federal lands, the CONTRACTOR shall request approval from the agency that will follow the National Environmental Policy Act (NEPA) process. Loss of approval from or any violation of federal regulations shall constitute an event of default and result in the recapture of the grant funds. The CONTRACTOR shall give the OFFICE reasonable notice in the event that approval for the appropriate public entity has been rescinded or denied. Proof of approval shall be provided and updated as requested by the OFFICE.

10. **Property Ownership:** All property on which Utah Outdoor Recreation Grant infrastructure funded projects are located must be owned by or under the control of the CONTRACTOR (e.g. local government or conservancy.) If the Project crosses private property, as in the case of a trail, an agreement must be reached with the property owners to allow the general public right-of-way. This should be documented with a Grant of Easement and Right-of-Way. Proof of ownership and all relevant agreements shall be provided to the OFFICE before completion of the Project. Lack of proof shall constitute an event of default and may result in the recapture of the grant funds.

11. **Economic Development or the designated Local Tourism Office Endorsement:** The infrastructure project must have an endorsement from the local economic development office or designated local tourism office stating that the Project will have the ability to attract growth and retention in the community/area and/or have the potential for increased visitation to the area. The Project shall meet the qualifications of Utah Section 63N-3-109. This requirement can be fulfilled by the endorsement provided in the CONTRACTOR's Application. If the status of the endorsement changes the Contractor may provide reasonable notice in writing of such change to the OFFICE. The OFFICE reserves the right to recapture all grant funds if the endorsement is rescinded and it is determined by the OFFICE that the project has no or little economic impact.

12. **Sensitive Wildlife Areas:** The CONTRACTOR must check with the Utah Department of Wildlife Resources (DWR) to ensure the Project is not in a special management area for endangered species such as the Sage Grouse. If the Project is in or close to a special management area it must first secure written approval from the DWR. DWR may continually add or remove species from the list of species requiring a special management area. Contractor is responsible for maintaining the Project in a way that is current with all DWR regulations and requirements. If the Project is found to be in violation of any regulation regarding the management of species within the Project, it shall constitute an event of default and may result in the recapture of the grant funds.

13. **Public Access:** The CONTRACTOR agrees to make the Project accessible to the general public including appropriate ADA requirements. No fees or other restrictions shall be prohibitive to the extent that portions of the public at large will not be able to access the Project. All fees charged by the Contractor or others in granting access to the Project shall be disclosed to the OFFICE in writing. The OFFICE reserves the right to determine if such fees are considered prohibitive and thus a violation of this paragraph. If a fee is found to be prohibitive to public access the Contractor shall have 30 days to change the fee to be reasonable or this will constitute an event of default and the OFFICE may recapture the grant funds.

14. **Utah Outdoor Recreation Grant Application:** All other requirements listed in the application and program guide for eligibility and required attachments are incorporated here by reference.

## **B. Completion of Project**

Contract Number: 190631175

1. The CONTRACTOR, upon written notice to the OFFICE and by refunding all monies received pursuant to this agreement, may unilaterally rescind this agreement prior to the commencement of the Project. After project commencement, this agreement may be rescinded, modified, or amended only by mutual agreement. The Project shall be deemed commenced when the CONTRACTOR makes any expenditure of funds provided in this agreement or incurs any financial obligation with respect to the Project.
2. The CONTRACTOR shall, at no cost to the OFFICE, execute, complete, operate and maintain the approved Project in accordance with the approved Project Proposal and applicable plans and specifications, which documents are incorporated by reference to this agreement. Failure to render satisfactory progress or to complete the Project may be cause for the suspension of all obligations of the OFFICE under this agreement and are deemed an event of default. In the event this agreement is terminated under the provisions of this paragraph and in the event the Project has not been brought up to a useful stage as determined by the OFFICE at the time of such termination, the CONTRACTOR shall reimburse to the OFFICE all payments, which have been received by the CONTRACTOR under this agreement.
3. Final funding will be contingent upon the inspection of the completed project by the director of the OFFICE or an appropriate designee from OFFICE staff.
4. The CONTRACTOR shall, at no cost to the OFFICE, provide a selection of high-resolution photos or video that show the completed project used by people within 30 days of the public opening of the outdoor recreation Project.
5. The CONTRACTOR shall notify the OFFICE of the public opening date.
6. Upon the public opening of the Project, the CONTRACTOR shall make every effort to make the public aware of the Project's existence with appropriate publicity and marketing. Such publicity can include but is not limited to, a grand opening ceremony, press release to the local media or social media outlets to appropriately promote the public use of the Project.
7. Failure by the CONTRACTOR to comply with the terms of this agreement, if not corrected within 30 days after written notice from the OFFICE, shall be cause for suspension of all obligations of the OFFICE hereunder and may result in a declaration by the OFFICE that the CONTRACTOR is ineligible for participation in any current or future OFFICE sponsored grant programs.

## C. FINANCIAL RECORDS

1. The CONTRACTOR shall conform to generally accepted accounting principles and shall maintain its fiscal accounts in a manner that provides an audit trail of payments adequate to establish that such funds have been used in accordance with this agreement.
2. In order to receive final reimbursement, the CONTRACTOR shall provide to the OFFICE a fiscal report within 60 days after completion of the Project, or within 60 days of the contract expiration date on forms to be provided by the OFFICE. Said report shall include an accounting of project expenditures and assurances that all monies paid to the CONTRACTOR by the OFFICE under this agreement were used for the planning, construction, or improvement as described in subsection D below "Project Description." Said report shall also include a summary list of all personnel, supplies, materials, and construction costs, including all invoices showing expenditures paid, associated with this Project in a manner prescribed by the OFFICE. Furthermore, as the CONTRACTOR may use an in-Kind match, they must keep records of all in-kind contributions for the Project, including the donation of labor and supplies in the manner designated by the OFFICE.
3. The OFFICE, upon reasonable notice, shall have access to and the right to examine such books, documents, papers or records as the OFFICE may reasonably require.
4. The CONTRACTOR agrees to make immediate monetary restitution for any disallowances of costs or expenditures determined through audit or inspection by the OFFICE.

Contract Number: 190631175

5. FURTHER, the CONTRACTOR shall prosecute all phases and aspects of the Project in a timely manner and shall in all respects comply with the terms, conditions, covenants and other obligations of this agreement. It is understood and agreed that the CONTRACTOR shall have the basic responsibility for all phases and aspects of the Project and that all phases of the Project are subject to review and acceptance by the OFFICE.